

February 5, 1954

George F. Nelson
Assistant Attorney General

Attorney General

His Excellency, Governor Hugh Gregg
State House
Concord, New Hampshire

Dear Governor Gregg:

In regard to contract dated December 11, 1953 between The Adjutant General of New Hampshire and The Union Leader Corporation for use of the state armory at Manchester on January 20, 1954 for the purpose of conducting a baseball dinner, so-called, I advise as follows:

Stipulation 3 of said agreement provides -

"The Renter agrees to enforce the regulations providing that no smoking shall be permitted in the drill hall and that no liquid refreshments or food of any kind shall be served or consumed therein."

By contract designation of the use as "conducting a baseball dinner" the restriction relative to serving or consuming food is made inapplicable. No violation of the regulations against serving or liquid refreshments is made thereby. This is further borne out by Regulation 7 of the regulations established October 13, 1940 relative to non-military use of state armories in accordance with Public Laws, Chapter 184, section 185. Regulation 7 provides:

"Spirits or malt liquors shall not be brought into the armory nor consumed upon the premises."

Consumption of spirits or malt liquors in the state armory is clearly a violation of Regulation 7 and a violation of Stipulation 3 of the contract which expressly refers to the regulations.

Stipulation 2 of contract of December 11, 1953 relative to the baseball dinner recites that the contract is "a single transaction and embodies the whole of the agreement between The Adjutant General and the Renter, (The Union Leader Corporation) there being no other understanding or agreement."

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Therefore the prohibition against spirituous or malt liquors in the armory is clear and unequivocal and the permitting of the same in said armory by the Union Leader Corporation is a violation of the contract terms.

There is in force at the present time another contract between The Adjutant General and the Union Leader Corporation relative to the Goldsboro Golden Gloves boxing shows at the Manchester Armory, January 22, 1954, February 6, 1954 and February 13, 1954. This contract also contains a stipulation that it is a single transaction.

It is your right by virtue of the powers conferred by Part II, Art. 21 of the New Hampshire Constitution to bar the Union Leader Corporation from future use of the state's armories for such period as your discretion dictates, just as anyone may refuse future rental of premises to a tenant who has violated conditions of his tenancy.

In view of the fact that the boxing shows being staged under the other contract are represented as being for charitable purposes, involving the participation of persons, making of plans and investment of money for tickets for all those shown by citizens of this state who, presumably, are not accountable for the sponsor's violations of its other contract it is not a matter of your judgment of the fitness of the Union Leader Corporation to occupy the premises for future affairs to permit use of the premises February 6 and 13 out of consideration for otherwise inconsequential citizens.

Very truly yours,

George F. Nelson
Assistant Attorney General

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